AWARD/CONTRACT 1. This Contra Under DPA								Rating DOA	4	Page 1	Of 17
2. Con	tract (Proc. In	nst. Ident) No.		ective Dat	,	700)	4. Req	uisition/Purch	ase Request/Pr	oject No.	
W56HZ	V-04-C-0214	Į.		2	003DEC31				SEE SCHEDUI	LE	
5. Issue	ed By		Code	W56HZV	6. Admi	nistered By	(If Other	Than Item 5)		Coc	le _{S1403A}
TACOM	WARREN E	BLDG 231	L		DCMA	CHICAGO					
	-AQ-ADBX				1523 V	VEST CENTRA	AL ROAD				
		N (586)574-6950			BLDG 2	203					
WARKE	N, MICHIGAN	1 48397-5000			ARLING	STON HEIGHT	rs IL	60004-2451			
HTTP:	//CONTRACTI	NG.TACOM.ARMY.MIL									
		ASTIANC@TACOM.ARMY.MIL				SCD		AS NONE	ADP	PT HQ033	19
		ss Of Contractor (No. Street, Ci	ty, County,	State, And	d Zip Code		Delivery		=		
	NDUSTRIES,	INC					X FOE	3 Origin	Other (See B	elow)	
	UNSET ROAD	WT 52074 2160				9.	Discoun	t For Prompt l	Payment		
PORI	WASHINGION,	WI. 53074-2160									
ייעטעי	DIICTNECC: C	ther Small Business Perfor	oming in H	c		10	. Submit	Invoices			Item
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	0 U.S.C. 2304	· · · · · · · · · · · · · · · · · · ·)	ACRN:		1930AC9I			113 W56H2	
	. Item No.	15B. Schedule Of Supp	lies/Services	5	15C. Qu		15D. Uni	it 15E. U	nit Price	15F. A	mount
SEE S	CHEDULE	CONTRACT TYPE: Firm-Fixed-Price				D OF CONTR upply Cont		nd Priced Or	ders		
Cor	ntract Expi	ration Date: 2004JUL01			15G. Total Amount Of Contract \$114,507.04						
					able Of Co		1				
(X)	Section	Description Part I - The Schedule		Page(s)	(X)	Section Part II - C	antwaat 1		scription		Page(s)
Х	A	Solicitation/Contract Form		1	Х	I I		act Clauses			15
Х	В	Supplies or Services and Price	s/Costs	4					nibits, And Oth	er Attachr	nents
Х	C	Description/Specs./Work State		6		J		Attachments			
Х	D	Packaging and Marking		7		Part IV - F	Represen	tations And In	structions		
Х	E	Inspection and Acceptance		9		K			rtifications, and	d	
Х	F	Deliveries or Performance		10			Other	Statements of	Offerors		
Х	G	Contract Administration Data		12		L	Instrs.	, Conds., and	Notices to Offe	rors	
X	H	Special Contract Requirement	s	13		M	Evalua	ation Factors f	or Award		
		Cont	racting Offic	er Will C	omplete It	em 17 Or 18	As App	licable			
		s Negotiated Agreement (Con	tractor is						sign this docu		
-	_	document and return	copies to			n Number _		HZV04R0043		g the addit	
_		tractor agrees to furnish and de ervices set forth or otherwise ide			_				nges are set for		
-		ation sheets for the consideration			hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a)						
The rights and obligations of the parties to this contract shall be					the Government's solicitation and your offer, and (b) this award/contract. No						
subject to and governed by the following documents: (a) this					further co	ntractual do	ocument	is necessary.			
award/contract, (b) the solicitation, if any, and (c) such provisions,											
representations, certifications, and specifications, as are attached				ed							
or incorporated by reference herein. (Attachments are listed herein.)											
19A. Name And Title Of Signer (Type Or Print)					20A. Nam	e Of Contra	cting Of	ficer			
		· · · · · · /			JAME	S E. NELSON	N .		250		
10D N	omo of C	o atom	10a D-4- 0	Signed				L (586)574-5	∠58 	20C D=4	Signed
13B. N	ame of Contr	actof	19c. Date S	orginea	20B. Unit	ed States Of	America	1		20C. Date	
By					By	/S	GIGNED/			2003DEC	31
(Si		erson authorized to sign)			(Sign	nature of Co	ntracting				
NSN 7	540-01-152-80)69			25-106			Standa	rd Form 26 (Re	ev. 4-85)	

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0214

MOD/AMD

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Name of Offeror or Contractor: JLG INDUSTRIES, INC

SECTION A - SUPPLEMENTAL INFORMATION

A-1

Regulatory Cite	Title	Date
52.204-4850	ACCEPTANCE APPENDIX	FEB/2002

- (a) Contract Number W56HZV-04-C-0214 is awarded to JLG OMNIQUIP The Government accepts your proposal dated 02 DEC 2004 in response to Solicitation Number: W56HZV04R0053, signed by TERRI BRADLEY, GOV'T SALES (262) 268-8952.
 - (b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:

Section E, 52.246-4025, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM REQUIREMENT: ISO 9000

Section E, 52.246-4028, MATERIAL INSPECTION POINT: ORIGIN JLB INDUSTRIES, 1 JLG DRIVE, MCCONNELLSBURG, PA 17233 (CAGE 51905)

PACKAGING INSPECTION POINT: BENTLEY WORLD PACKAGING LTD, 4080 N PORT WASHINGTON, MILWAUKEE, WI 53212.

Shipping Characteristics: STANDARD COMMERCIAL PACKAGING

(c) Any attachments not included with this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM. Within one week of this award, any office not able to obtain these attachments from TACOM's website (http://contracting.tacom.army.mil/) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.

CATHERINE BASTIAN BASTIANC@TACOM.ARMY.MIL

(d) The following Amendment(s) to the solicitation are incorporated into this contract: NONE

[End of Clause]

A-2 52.204-4016 TACOM-WARREN ELECTRONIC CONTRACTING (TACOM)

JUL/2003

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
 - (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of

CONTINUATION SHEET	Reference No. of Document B	eing Continued	Page 3 of 17
CONTINUATION SHEET	PIIN/SIIN W56HZV-04-C-0214	MOD/AMD	

Name of Offeror or Contractor: $\mbox{\tt JLG}$ industries, inc

contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at $\frac{\text{http://www.ecrc.ctc.com}}{\text{http://www.ecrc.ctc.com}}$

[End of Clause]

NOTES:

- 1. THE PROCUREMENT METHOD FOR SUBJECT PROPOSAL WILL BE SOLE SOURCE. MFR: 3Y949 (TRAK INTRN'L) MPN 6607845
- 2. FOB POINT IS ORIGIN.
- 3. STANDARD PACKAGING IS APPLIED.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor:	JLG	INDUSTRIES,	INC	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 3930-01-289-8212 FSCM: 3Y949 PART NR: 6607845 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	16	EA	\$ 7,156.69000	\$114,507.04
	NOUN: FORK LIFT, TRACTOR M PRON: EH387091EH PRON AMD: 02 ACRN: AA AMS CD: 060011				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: STANDARD COMMERCIAL PACKAGING UNIT PACK: 1 INTERMEDIATE PACK: 0 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial ALL ITEMS PROCURED UNDER THIS SUB-CLIN SHALL BE PACKAGED AND MARKED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE AS DEFINED IN ASTM-D-3951-95. ASTM-D-3951-95 SPECIFIES THAT ALL EXTERIOR PACKS AND CONTAINERS SHALL BE LEGIBLY AND DURABLY MARKED IN ACCORDANCE WITH MIL-STD-129, AND THAT BAR CODE MARKINGS SHALL BE APPLIED IN ACCORDANCE WITH MIL-STD-129 (End of narrative D001) Inspection/Acceptance at origin means that you MUST contact the DCMC to arrange for a Government inspection BEFORE you ship the supplies called out in this order. Failure to have the items inspected and accepted will result in their rejection at the destination. The rejected supplies will be returned to you at your expense. (End of narrative E001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV32322839 W45G19 J 2 PROJ CD BRK BLK PT RFF DEL REL CD QUANTITY DEL DATE 001 10 01-JUL-2004				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-04-C-0214}$ MOD/AMD

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Name of Offeror or Contractor: JLG INDUSTRIES, INC

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS				
	(W45G19) XR W390 RED RIVER MUNITIONS CTR				
	HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184				
	TEXARKANA TX 75507-5000				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W56HZV32322840 W25G1U J 2				
	PROJ CD BRK BLK PT				
	RFF DEL REL CD QUANTITY DEL DATE				
	001 6 01-JUL-2004				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS				
	(W25G1U) XU TRANSPORTATION OFFICER				
	DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134				
	NEW CUMBERLAND PA 17070-5001				

C-1

Reference No. of Document Being Continued

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Name of Offeror or Contractor: JLG INDUSTRIES, INC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite Title Date

52.211-4010 ACQUISITION OF SOURCE-CONTROLLED PART NUMBER ALT I FEB/1998
(TACOM)

Acquisition under this contract is restricted to:

- (1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and
- (2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2). have executed the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM in Section K herein.

[End of Clause]

C-2 52.211-4010 ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS FEB/1998 (TACOM)

One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS. (See Section L.) It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

[End of Clause]

- C-3 52.239-4001 YEAR 2000 (Y2K) COMPLIANCE MAY/1999 (TACOM)
- (a) In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.
- (b) Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.
 - $\hbox{(c)} \quad \hbox{If this contract contains another provision requiring Y2K compliance, that provision shall take precedence.} \\$

(End of clause)

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Name of Offeror or Contractor: JLG INDUSTRIES, INC

SECTION D - PACKAGING AND MARKING

Regulatory Cite Title Date

52.211-4517 PACKAGING REQUIREMENTS (COMMERCIAL) SEP/2003

(TACOM)

D-1

(a) The preservation, packing, and marking requirements for this contract shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 001

- (1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.
- (2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.
- (4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handing and shipment.
- (b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.

(c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

- (d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:
 - (1) The quantity is over one (1) gross of the same national stock number,
 - (2) Use enhances handling and inventorying,
 - (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
 - (4) The unit pack is less than 64 cubic inches,
 - (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

- (e) Packing:
- (1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
- (2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- (f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

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Name of Offeror or Contractor: JLG INDUSTRIES, INC

(g) Marking:

- (1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, dated 15 Dec 2002, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.
- (2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston).
- (3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".
- (4) Military Shipping Label: Military Shipment Labels may be created using the Computer Automated Transportation Tool
 Military Shipment Label/Issue Receipt Release Document (CATT MSL/IRRD). See the web site: http://www.asset-trak.com/catt/catt.htm. The
 software may be downloaded at: http://www.asset-trak.com/catt/msl_irrd/msl_irrddownload.htm. Be sure to bookmark this page for future
 releases of CATT MSL/IRRD.
- (h) Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- (i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.
- (j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
 - (k) SUPPLEMENTAL INSTRUCTIONS: NONE

[End of Clause]

D-2 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS (TACOM)

JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

CONTINUATION SHEET			Reference No. of Document Be	Page 9 of 17		
CO	CONTINUATION SHEET PIIN/SIIN W56HZV-04-C-0214 MOD/AMD					
Name of Of	feror or Contractor:	JLG INDUSTRI	ES, INC		•	
CTION E -	INSPECTION AND ACCES	PTANCE				
	Regulatory Cite		Title		Date	
E-1	52.246-2	INSPECTION	OF SUPPLIESFIXED-PRICE		AUG/1996	
E-2	52.246-16	RESPONSIBII	LITY FOR SUPPLIES		APR/1984	
E-3	52.246-4028 (TACOM)	INSPECTION	POINT: ORIGIN		FEB/1994	
	= ==		ed elsewhere in this solicitation/co	ntract before acceptance	. Fill-in the locati	
CONTRAC	CTOR'S PLANT: MATER	RIAL INSPECTI	ON: JLB INDUSTRIES, 1 JLG DRIVE, MC	CONNELLSBURG, PA 17233 (CAGE 51905)	
	DACKA	CINC INCODECT	CION: BENTLEY WORLD PKNG LTD, 4080 N	DODT WACUINTON MILWAILE	E MT E2212 (CACE ORGE	

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Name of Offeror or Contractor: JLG INDUSTRIES, INC

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-5	52.247-59	F.O.B. ORIGINCARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.247-65	F.O.B. ORIGINPREPAID FREIGHTSMALL PACKAGE SHIPMENTS	JAN/1991

- (a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.
- (b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.
- (c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.
- (d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.
 - (e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-7 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003 (TACOM)

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
 - (1) Government Bill(s)/Commercial of Lading or US Postal Services;
 - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
 - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
 - (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

F-8	52.247 (TACOM		FOR THE APPLICABLE MODE	OF SHIPMENTS: IN-THE-CLEAR	JAN/2001
	(TACON	ADDRESSES			
Rail/	MILSTRIP				
Motor	Address	Rail	Motor	Parcel Post	
SPLC*	Code	Ship To:	Ship To:	Mail To:	
206721/	W25G1II	Transportation Officer	Transportation Office	r Transportation Officer	

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•	JUNTINU	ATION SHEET	PIIN/SIIN W56HZV-04-C-02	MOD/AMD	
Name of	Offeror or C	ontractor: JLG INDUSTRIES,	INC		•
09405		Defense Dist Depot Susquehanna New Cumberland, PA	Defense Dist Depot Susquehanna New Cumberland, PA	Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001	
375670/ 375675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130	
71995/ 71996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021	
09741/ 09770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150	
561136/ 561157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000	
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003	

 $\underline{\mathtt{NOTE:}} \ \ \mathsf{The \ following \ is \ applicable \ \underline{only} \ \mathsf{when \ so \ specified \ in \ an \ individual \ \mathsf{order} \ \mathsf{or \ delivery \ increment:}$

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot Red River Army Depot Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

^{***}SPLC indicates Standard Point Locator Code.

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Name											
SECTION	G - CONTRAC	T ADMINISTR	ATION DATA								
LINE	PRON/ AMS CD/	OBLG					J(OB RDER	ACCOUNTI	:NG	OBLIGATED
<u>ITEM</u>	MIPR	ACRN STAT	ACCOUNTING	CLASSIFICATION			<u>NI</u>	<u>JMBER</u>	STATION		AMOUNT
0001AA	EH387091EH 060011	AA 2	97 X4930A	C9D 6D	26KB	S20113			W56HZV	\$	114,507.04
									TOTAL	\$	114,507.04
SERVICE	:							ACCOU	NTING		OBLIGATED
NAME	TOTA	L BY ACRN		CLASSIFICATION				STATIO			AMOUNT
Army		AA	97 X4930A	C9D 6D	26KB	S20113		W56HZ	V	\$ _	114,507.04
									TOTAL	\$	114,507.04

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Name of Offeror or Contractor: JLG INDUSTRIES, INC

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-2	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-4	252.225-7007	BUY AMERICAN ACTTRADE AGREEMENTSBALANCE OF PAYMENTS PROGRAM	SEP/2001
H-5	252.225-7010	DUTY-FREE ENTRYADDITIONAL PROVISIONS	AUG/2000
H-6	252.225-7013	DUTY-FREE ENTRY	APR/2003
H-7	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-8	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
Н-9	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DDD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm

Red River Army Depot: http://www.redriver.army.mil/contracting/Awards

Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
 - (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
 - (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
 - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059. [End of Clause]

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Name of Offeror or Contractor: JLG INDUSTRIES, INC

H-10 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002 (TACOM)

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
 - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
 - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

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Name of Offeror or Contractor: JLG INDUSTRIES, INC

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR	JAN/1997
		IMPROPER ACTIVITY	
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-17	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-18	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACTOVERTIME COMPENSATION	SEP/2000
I-19	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-20	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE	DEC/2001
		VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	
I-25	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-26	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-27	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-28	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-29	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-30	52.229-5	TAXESCONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-31	52.232-1	PAYMENTS	APR/1984
I-32	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-33	52.232-11	EXTRAS	APR/1984
I-34	52.232-17	INTEREST	JUN/1996
I-35	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-36	52.232-25	PROMPT PAYMENT	FEB/2002
I-37	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-38	52.232-33	DISPUTES	JUL/2003
I-39	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-40	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-41	52.242-13	BANKRUPTCY	JUL/1995
I-41 I-42	52.242-13	CHANGESFIXED-PRICE	AUG/1995
I-43	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-44	52.248-1	VALUE ENGINEERING	FEB/2000
I-45	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-46	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-47	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-48	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal	MAR/1998
I-49	252.211-7005	Register 27 Mar 98 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003

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Name of Offeror or Contractor: JLG INDUSTRIES, INC

	Regulatory Cite	Title	Date
I-50	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-51	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-52	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-53	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-54 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

- (a) Definitions. As used in this clause--
- (1) <u>Central Contractor Registration (CCR) database</u> means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) <u>Data Universal Numbering System (DUNS) number</u> means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) <u>Data Universal Numbering System +4 (DUNS+4) number</u> means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) <u>Registered in the CCR database</u> means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DOD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov.

[End of Clause]

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Name of Offeror or Contractor: ${\tt JLG\ INDUSTRIES}$, ${\tt INC}$

Prepare Value Engineering Change Proposals, for submission pursuant to the VALUE ENGINEERING clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

[End of Clause]

I-56 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.